

**STATE OF ARIZONA**  
**DEPARTMENT OF TRANSPORTATION**  
**PROCUREMENT**



**ELECTRONIC REQUEST FOR QUOTE**

ADOT SOLICITATION REFERENCE NUMBER: **T09-12-00011**  
Commodity Code: **0910-0059, 0040-0005, 0485-0059**  
Description: **Bees; Removal of Colonies, Swarms, Nests and Hives for the Yuma, La Paz, Santa Cruz, Cochise and Graham County Districts**  
**DUE DATE: September 19, 2008 at 5:00 P.M. MST**

DATE POSTED: August 22, 2008  
**Submittal Location:** Arizona Department of Transportation  
Procurement Group  
1739 W. Jackson Street, Suite A  
Phoenix, Arizona 85007

**REPLY TO: FAX: (602) 712-3717**

Responsible Procurement Officer: Amir Sakhi Phone: (602) 712-8584

**PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.**

"An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

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**1.0 SCOPE OF WORK**

Pursuant to the provisions of the Arizona Procurement Code, A.R.S. §41-2501 et seq., the Arizona Department of Transportation hereinafter referred to as the Department intends to establish a contract for **Removal of Bee Colonies, Swarms, Nests and Hives in the Yuma, La Paz, Santa Cruz,**

**Cochise and Graham County** District offices, state highway right-of-way and right-of-way properties. This will include removal from water meter boxes, trees or any area or structure on the right-of-way in the Yuma, La Paz, Santa Cruz, Cochise and Graham County Districts. Refer to **Work Location Map, Exhibit 2.**

The contractor shall provide all necessary labor, tools, equipment, materials and supplies to effectively perform the required services.

#### **1.1 WORK LOCATIONS**

The service area is on all ADOT facilities, state highway rights-of-way and right-of-way properties in the Yuma, La Paz, Santa Cruz, Cochise and Graham Counties. **See Work Location Map, Exhibit 2.**

#### **1.2 WORK SCHEDULE**

All work shall be performed during daylight hours. Contractor's work hours must correspond to the Department's. The Department's work hours may vary to accommodate seasonal changes. Work on this contract shall be performed Monday through Friday. No other work shall be performed on weekends or State Holidays without prior written approval of the Department.

#### **1.3 RESPONSE TIME**

The Contractor shall respond via telephone to each and every call within ½ hour from the time of the call from the Contract Administrator or representative.

The nature of this contract requires a response time within 24 hours from the time the call was placed to remove the colony, hive or swarm.

**Emergency:** For emergency services, the contractor shall have 3 hours to respond to and remove the colony, hive or swarm. It is the responsibility of the Contractor to make themselves available for these emergency situations. This condition is in effect 365 days a year and 24 hours a day; therefore, the Department reserves the right to seek alternative options if the requested response time is not met.

#### **1.4 STAFFING**

The Contractor must have adequate staff to perform all tasks required under this contract. Staff shall be adequately trained and qualified for the type of work to be performed to ensure progress of the contracted services are completed in an orderly and timely manner.

#### **1.5 WORK DETAILS**

Soap and water solution is the industry standard for removing bee swarms and colonies. The Contractor shall provide the Contract Administrator with Material Safety Data Sheets (MSDS) for any other material prior to use. Use of all pesticides with this Contract shall be authorized, in writing, prior to its use.

Material Safety Data Sheets (MSDS) and current labels for each product used on this contract shall be maintained on site for ready reference.

After all of the bees, honey, honeycomb and nests are removed, the area shall be cleaned with a 10% bleach solution.

Interior Treatments

If interior treatment is needed, the room will be tarped to keep the mess to a minimum. All doors and windows will be closed. Verify that there is an alternate exit for occupants away from the area of bee activity. Interview the client as to how long the bees have been present, the volume of bees, the presence and location of bees in the structure and any stains caused by running honey on the walls or ceilings. Multiple follow-up service visits may be required to eliminate this type of infestation. After treatment in walls, the areas will be scrubbed with a strong detergent followed by drying as best as possible.

Since every structure is different, an infestation inside of a wall or crawl space may require holes to be drilled or cut into walls to perform treatment. Authorization from the Department will be required prior to drilling any holes in a building structure. When holes are drilled for bee removal, all of the bees, honey and wax must be removed from the area. The entire area must be cleaned with strong detergent and water, consisting of a 10% bleach solution.

### Pesticides

The Contractor shall apply all pesticides in strict conformation with the manufacturer's instructions as they appear on the label and as approved by the rules and regulations of the Arizona Structural Pest Control Commission.

A pesticide spray log must be turned in with every invoice. A sample pesticide spray log is shown in **Pesticide Spray Log, Exhibit 3**. When filling out the spray log, it is required that the EPA number for each pesticide used is included. A spray log shall be turned in even when the soap and water solution is applied.

Materials, techniques and processes shall fully comply with all applicable Federal, State and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. All pesticides used shall be labeled for Landscape use. **Failure to comply shall be immediate grounds for termination of this contract.**

All pesticides used will be in the original manufacturer's marked containers and tank-mixed on site. The Contractor shall provide storage of chemicals at off-site locations, delivering to the work site only sufficient equipment and materials to complete daily tasks.

Restricted Use pesticides and herbicides with an LD 50 number lower than five hundred (500) will NOT be permitted on this project.

## **1.6 MAINTENANCE AND PROTECTION OF TRAFFIC (TRAFFIC CONTROL)**

**It will be the responsibility of the Contractor to supply all flag line, barricades or cones necessary to protect the public as much as reasonably possible during the removal process.**

All Traffic shall be maintained through the work area and protected in accordance with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and Arizona Supplement to the MUTCD, and the Standard Specifications. The Department may suspend work if, in it's opinion and determination, the Contractor is not providing or maintaining sufficient traffic control to protect the work zone and/or the traveling public.

The MUTCD may be accessed online at <http://mutcd.fhwa.dot.gov> or purchased from any one of the following:

American Traffic Safety Services Association (ATSSA)  
15 Riverside Parkway, Ste. 100  
Fredericksburg, VA 22406-1022  
Phone: 540-368-1711 Fax: 540-368-1722

Institute of Transportation Engineers

1099 14<sup>th</sup> Street, NW, Suite 300 West  
Washington, DC 20005-3438  
Phone: 202-289-0222 Fax: 202-289-7722  
AASHTO  
Publications Order Department  
P. O. Box 96716  
Washington, DC 20090-6716  
800-231-3475 Fax: 800-525-5562

The ADOT Traffic Control Supplement and the Standard Specifications for Road and Bridge Construction can be obtained from:

ADOT Records Administration Section - Engineering Records  
1655 W. Jackson Street, Room 175  
Phoenix, Arizona 85007  
(602) 712-7498

These manuals address only minimum standards for traffic control. If any conditions exist that are judged by the Contract Administrator or their representative to require additional or special traffic control methods or signing, the Contractor shall supply such traffic control. All traffic control and traffic control devices shall be furnished by the Contractor and must be in place prior to the commencement of work. **No additional payment will be made for traffic control.**

## 1.7 **EQUIPMENT**

The Contractor shall furnish all necessary supplies, labor, vehicles and equipment to perform services. All supplies, labor, vehicles and equipment shall be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by the Department.

The contractor shall provide sufficient equipment, supplies and personnel to complete the work within the designated time frames.

It will be the responsibility of the Contractor to arrange for and pay for the use of any equipment used in the execution of this contract. **Any specialized equipment required for this contract will be the responsibility of the Department.**

All vehicles must be maintained in good repair, appearance and sanitary condition at all times. The Department reserves the right to inspect the Contractor's vehicles at any time to ascertain their condition.

All equipment shall conform to Federal, State and Occupational Safety and Health Act laws, rules and regulations. It shall also be clearly marked with company name and/or logo.

When deemed necessary by the Contract Administrator, trucks shall be equipped with top-mounted, amber rotating beacon lights. These lights shall be equal to code three, 6105 rectangular and/or 550 round for uniformity and shall be mounted in such a manner to be clearly visible from all directions for a distance of 500 feet.

## 1.8 **SAFETY, SANITARY AND HEALTH CONDITIONS**

All Contractors' personnel shall wear white hard hats, of an OSHA approved type, and high visibility safety vests while working within the contract area limits, **unless protective equipment used in the eradication of bees would conflict with the use of a hard hat.**

The contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of the contractor's employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health Services or other authorities having jurisdiction therein.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.

Materials, techniques and processes shall fully comply with all applicable Federal, State and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. **Failure to comply shall be immediate grounds for termination of this contract.**

## **1.9 SUSPENSION OF WORK**

### Weather

The contractor shall suspend operations if weather or road conditions are such that work operations cannot be carried out in a safe and effective manner, or will pose an environmental hazard. If such suspension occurs, the contractor shall immediately notify the Contract Administrator or their designated representative.

The Contract Administrator or their representative may suspend work operations at any time when, in their judgment, present or impending weather conditions are such that work operations cannot be carried out in a safe, effective manner.

### Work Operations

The Contract Administrator or Contract Administrator's Representative shall immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices.

**Violation of safety rules, regulations or practices may be considered grounds for termination of the contract.**

## **2.0 UNIFORM TERMS AND CONDITIONS**

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Amir Sakhi at (602) 712-8584.

## **3.0 SPECIAL TERMS AND CONDITIONS**

### **3.1 TERM OF CONTRACT**

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter unless terminated, cancelled or extended as otherwise provided herein.

The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to (48) months.

**The Aggregate amount of this contract shall not exceed \$50,000.00.**

### **3.2 CHANGES**

The Department reserves the right to revise the delivery and schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the Department. All changes shall be documented by formal amendments to the contract.

### **3.3 EVALUATION**

In accordance with the Arizona Procurement Code ARS §41-2535, awards shall be made to the lowest responsible and responsive bidder whose offer conforms in all material respects to the requirements and criteria set forth in this Electronic Request for Quote.

### **3.4 INVOICING**

Upon satisfactory inspection and acceptance by the Department of the completed project(s), the contractor shall submit an invoice for payment to the address shown on the Department's purchase order.

All invoices shall contain the purchase order number, contract name and number, Contractor's name, address and phone number and the name of the Contractor's representative to contact concerning billing questions.

Invoices not sent to the proper address, as listed on the purchase order(s), or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the services provided within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE SERVICES PROVIDED TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

### **3.5 PROMPT PAYMENT DISCOUNT**

Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price (See Price Sheet, Attachment 2).

### **3.6 PRICE REDUCTION**

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

### **3.7 PRICE ADJUSTMENT**

The Department will review **fully documented** requests for price increase after any contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations which makes it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. Any price increase adjustment will only be made at

the time of contract extension and will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State.

### **3.8 SAFETY STANDARDS**

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards and the Department of Environmental Quality.

#### **3.8.1 Safety Requirements**

The Contractor shall submit a copy of a Safety Plan at the Post Award Meeting. The Safety Plan shall comply with the requirements of OSHA and the State Occupational Safety Standards. Refer to **Contractor/Subcontractor Safety Program/Plan Requirements, and Safety Plan Outline, Exhibit 4.**

The Contractor shall comply with applicable laws and regulations governing safety, health and sanitation.

Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.

The Department shall be notified immediately of any incidents or conditions relative to public health or safety.

### **3.9 WARRANTY**

The bidder warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
2. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

All bidders shall indicate on a separate written sheet that is submitted with their bid the exact conditions, limitations and duration of their warranty. As a minimum the warranty provided shall conform to the requirements stated herein.

### **3.10 VENDOR REGISTRATION**

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed **Substitute W-9, Attachment 3** on file with the Department's Procurement Section. No payments shall be made until the form is on file. For questions regarding this form you may contact Bonnie Hartley at (602) 712-8520.

### **3.11 CONTRACT ADMINISTRATION**

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation, contact Amir Sakhi, Procurement Officer, (602) 712-8584.

### **3.12 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY**

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

### **3.13 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

### **3.14 FEDERAL IMMIGRATION AND NATIONALITY ACT**

By entering into the Contract, the Contractor warrants compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

### **3.15 INDEMNIFICATION CLAUSE**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such



contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

### **3.16 INSURANCE**

The contractor shall furnish certificates similar to **Certificate of Insurance, Exhibit 1**, inclusive of the following requirements to the Department. Certificate(s) shall be received within **ten (10) calendar days** of notification of tentative award by the Procurement Officer and prior to contract execution.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

##### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Fire Legal Liability \$ 25,000
- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

##### **2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$500,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 100,000

Disease – Each Employee

\$ 100,000

Disease – Policy Limit

\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona Department of Transportation, Procurement Group, 1739 West Jackson Street, Suite A, Phoenix, AZ 85007, **ATTN: Amir Sakhi**, and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Transportation, Procurement Group, 1739 West Jackson Street, Suite A, Phoenix, AZ 85007, **ATTN: Amir Sakhi**.

The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### **3.17 LICENSES, PERMITS, CERTIFICATIONS, FEES**

The Contractor performing bee control services shall be licensed by the **State of Arizona Structural Pest Control Commission** to perform these services. **A copy of this license shall be submitted with response.** All personnel applying pesticides and herbicides under this contract shall be in compliance with all rules and regulations of the **Arizona Structural Pest Control Commission** and shall be in possession of all required certifications applicable to the work being performed.

The Contractor shall at their expense, possess or obtain, and retain in force without any violations, complaints, or suspensions during the term of this contract, all licenses, permits, certifications, or fees and comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the solicited services herein.

The Contractor shall comply with the Social Security Act, Workers' Compensation laws, and Unemployment laws of the State of Arizona as well as all local, state, and federal legislation, rules, and regulations associated with maintenance and construction relevant to the Contractor's business.

### **3.18 AUTHORIZED SUBCONTRACTOR INFORMATION**

No subcontractors will be permitted.

### **3.19 METHOD OF PAYMENT**

Contractor shall be paid based on the fixed rates on **Price Sheet, Attachment 2** for satisfactorily completed work in conformance with contract requirements, as determined through inspection and acceptance by the Department.

The contractor shall repair or replace at their own expense any Department property damaged by work operations and as directed by the Department. If the Department has to make repairs or replace property due to contractor negligence, cost of such repairs shall be deducted from the contractor's payment. Charges for work performed by the Department shall be at the current PeCoS Maintenance Management System rate for labor, materials, and equipment. Copies of these rates are available from the contract Administrator.

### **3.20 EMPLOYEES OF THE CONTRACTOR**

No one except authorized employees of the Contractor is allowed on the premises of the Department buildings. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any person unless said person is an authorized employee of the Contractor. **Under no circumstances are minor children to be allowed on State property in the course of the Contractor's work schedule.**

All Contractor employees shall wear identification badges or uniforms at ALL times.

### **3.21 REMOVAL OF CONTRACTOR'S EMPLOYEES**

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Department may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interests of the Department.

### **3.22 REFERENCES**

Offerors shall provide, on the **References, Attachment 4**, references from at least three (3) organizations for whom service of similar size and scope, or equivalent services have been provided for the past thirty-six (36) months.

### **3.23 FUEL SURCHARGE**

Due to the unpredictability of the fuel market, under no circumstances will the Department accept any surcharges on the invoice for fuel.

### **4.0 UNIFORM INSTRUCTIONS TO OFFERORS**

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Amir Sakhi at (602) 712-8584.

### **5.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS**

**Bidders are strongly encouraged to familiarize themselves with site locations identified on Section 1, Specifications and carefully examine the proposed work and satisfy themselves as to the man-hours and conditions to be encountered in performing the work. Submission of a bid is prima facie evidence that the Bidder has examined the work site, understands all work requirements and is aware of all conditions that might impact work performance**

**Contract awards shall be made by counties; therefore, Offeror shall bid on all or individual zones. Multiple awards may result if it is determined to be advantageous to the Department.**

## 5.1 **SOLICITATION QUESTIONS**

All questions regarding this solicitation must be submitted in writing and directed to Amir Sakhi, Procurement Officer by e-mail [asakhi@azdot.gov](mailto:asakhi@azdot.gov) or fax number (602) 712-3717, **No later than September 12, 2008, 3:00 P.M. MST.**

## 5.2 **PREPARATION OF BID PACKAGE**

Complete and return all required information to the location indicated on the Electronic Request For Quote, page one (1) by the time indicated.

- **SIGNED OFFER & CONTRACT AWARD SHEET** (Attachment 1)
- **PRICE SHEET** (Attachment 2)
- **SUBSTITUTE W-9** (Attachment 3)
- **REFERENCES** (Attachment 4), Reference information must be complete and up to date and include Maintenance and Protection of Traffic.
- **NON-COLLUSION AFFIDAVIT** (Attachment 5), Must be signed and notarized.
- **LICENSES**, Submit copies of contractor's license(s) per Special Terms and Conditions, Paragraph 3.17, License Requirements.

**Responses may be faxed to: (602) 712-3717, Attention: Amir Sakhi. Responses must be in writing and signed.**

## 5.3 **PRICE SHEET (ATTACHMENT 1) RATE INFORMATION**

Pricing is required for each line item of each zones proposed on **Attachment 2**.

### Unit Cost per Call-out Under twelve feet in heights

This rate shall include all necessary labor, equipment, and supplies to perform the services as stated within this ERQ. The rate for service shall be entered in the Unit Price Column. This amount shall be multiplied by the quantity one hundred-twenty (120) shown on the Price Sheet to arrive at the price for this service that shall be entered in the Extended Price Column.

### Unit Cost per Call-out Over twelve feet in heights

This rate shall include all necessary labor, equipment, and supplies to perform the services as stated within this ERQ. The rate for service shall be entered in the Unit Price Column. This amount shall be multiplied by the quantity fifteen (15) shown on the Price Sheet to arrive at the price for this service that shall be entered in the Extended Price Column.

### Unit Cost per Call-out Emergency

This rate shall include all necessary labor, equipment, and supplies to perform the services as stated within this ERQ. The rate for service shall be entered in the Unit Price Column. This amount shall be multiplied by the quantity one hundred-twenty (120) shown on the Price Sheet to arrive at the price for this service that shall be entered in the Extended Price Column.

### Total Gross Bid

This total shall consist of Extended Prices for the Call-out Under twelve feet in height, Call-out Over twelve feet in height and Emergency Call-out only.

#### **5.4 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

#### **5.5 FEDERAL IMMIGRATION AND NATIONALITY ACT**

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

# STATE OF ARIZONA CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATIONPROJECT TITLE: Bees; Removal of Colonies, Swarms, Nests and Hives for the Yuma, La Paz, Santa Cruz, Cochise and Graham County Districts.CONTRACT NUMBER: T09-12-00011

PRODUCER	COMPANIES AFFORDING COVERAGE	CURRENT A.M. BEST RATING
	A	
INSURED	B	
	C	
	D	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT  BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE AGGREGATE
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE
	BUILDERS RISK				
	OTHER:				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSUREDS. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER / ADDITIONAL INSURED	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY
State of Arizona Arizona Department of Transportation 1739 W. Jackson Street, Suite A MD 100P Phoenix, AZ 85007	_____  SIGNATURE DATE: _____

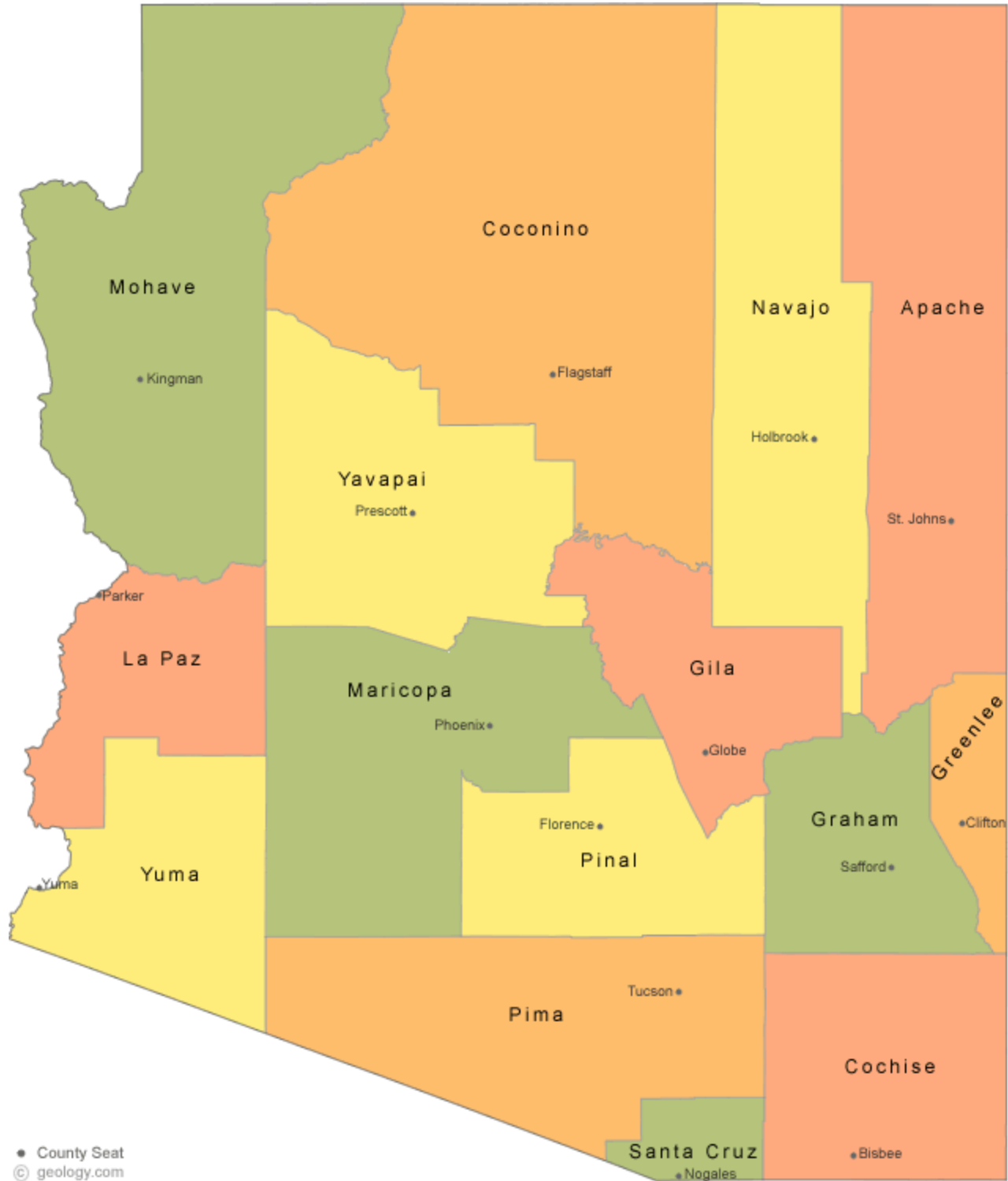




# EXHIBIT 2 WORK LOCATION MAP

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement  
1739 West Jackson Street, Suite A MD 100P  
Phoenix, Arizona 85007-3276  
Phone: (602) 712-7211

**SOLICITATION NO. T09-12-00011**



**EXHIBIT 3  
PESTICIDE SPRAY LOG**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement  
1739 West Jackson Street, Suite A MD 100P  
Phoenix, Arizona 85007-3276  
Phone: (602) 712-7211

**SOLICITATION NO. T09-12-00011**

Location: \_\_\_\_\_

Business Name: \_\_\_\_\_

Structural License # \_\_\_\_\_

Qualifying Party # \_\_\_\_\_

Date: \_\_\_\_\_

Beginning MP: \_\_\_\_\_

Ending MP: \_\_\_\_\_

Direction: \_\_\_\_\_ Mainline: \_\_\_\_\_ Ramp: \_\_\_\_\_ Crossover: \_\_\_\_\_

Start Time: \_\_\_\_\_ Stop Time: \_\_\_\_\_

Wind Direction: \_\_\_\_\_ Wind Speed: \_\_\_\_\_ Temperature: \_\_\_\_\_

Solution Application Rate: \_\_\_\_\_

Begin Water in Tank: \_\_\_\_\_ End Water in Tank: \_\_\_\_\_

**Pesticide Name**

**Amount**

**Unit**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pesticide EPA #'s: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicator's Signature: \_\_\_\_\_

Applicator's License #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

ADOT Inspector: \_\_\_\_\_

**EXHIBIT 3**  
**PESTICIDE SPRAY LOG**

**ARIZONA DEPARTMENT OF TRANSPORTATION**

Procurement

1739 West Jackson Street, Suite A MD 100P

Phoenix, Arizona 85007-3276

Phone: (602) 712-7211

**SOLICITATION NO. T09-12-00011**

Warning: Pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated or aerated.

## **CONTRACTOR/SUBCONTRACTOR SAFETY PROGRAM/PLAN REQUIREMENTS**

Contractors and authorized subcontractors are required to abide by all applicable OSHA 29 CFR 1910 and 1926 Regulations. A copy of the OSHA STANDARDS should be obtained by the contractor and authorized subcontractors and maintained on the project. Contractors and authorized subcontractors must have a company Safety Manual/Plan in conjunction with an employee safety handbook. These documents will be reviewed by the Administrator, ADOT Safety and Health Section, as stated in the Specifications.

The following suggestions are provided for your consideration in preparing your Safety plan. This information is not intended to cover all hazards a contractor or authorized subcontractors may encounter during the course of the project. Special hazards will require special abatement techniques and/or attention.

Contractors and authorized subcontractors are responsible for all arrangements for services pertaining to Doctor, Hospital, Fire Department, Police and Emergency Services which may be required should an incident occur at the jobsite during the contract period. Each contractor and authorized subcontractor is responsible for First Aid training, treatment and maintenance of records pertaining to their employees.

Each contractor and authorized subcontractors will designate a competent person as a Safety Supervisor/Leader. This designated competent person will be responsible for conducting safety meetings, maintaining job site housekeeping, and conspicuously posting of all emergency information.

Each contractor and authorized subcontractors is responsible for any required training, documentation of training and certification of all employees in the performance of their duties.

Each contractor and authorized subcontractors will maintain a copy of the Occupational Safety and Health Administration Regulation Part 29 CFR 1910 and/or 1926 on site and make it available upon request. Each contractor and authorized subcontractors will exhibit a program for the safe performance of tasks as well as safe operation of equipment in accordance with the manufactures specifications and Occupational Safety and Health Regulations.

As a further suggestion, for assistance in preparing your safety plan, contact the Industrial Commission of Arizona located at 800 West Washington Street, Phoenix, Arizona or your Worker's Compensation insurance carrier.

**Safety Plan Outline**

Contract Name/Location/Number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Contractor Safety Officer Assigned to Project:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

2. Contractor Corporate Safety Director:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

3. Contractor Corporate Safety Philosophy Pertaining to Project:

4. Contractor Accident Prevention Program:

5. Contractor Safety Training and Education Program:

6. Contractor Medical/First Aid Services Program:

7. Contractor Fire Prevention/Protection Program:

8. Contractor Personal Protection Equipment Program:

9. Contractor Personal Health/Hygiene Program:

10. Contractor Accident Reporting of Recordables/Fatalities:

11. Contractor OSHA Inspections Record:

**Safety Plan Instructions**

Item No. 1 Fill in appropriate blanks as indicated. A resume of the assigned safety officer should accompany completed plan. Resume should indicate officers experience in construction safety pertaining to requirements of this project.

Item No. 2 Fill in name, address and phone number of Corporate Safety Director.

Item No. 3 State Corporate Safety Philosophy pertaining to project.

Item No. 4 Provide a copy of Accident Prevention Manual, Employee Safety handbook and method of documenting employees received and read same. Describe safety monitoring methods, procedure for prohibiting use of machinery, tools, material or equipment which is not in compliance. Provide method of verifying qualified equipment/machinery operators. Describe or submit a copy of Hazardous Material Handling Program. (This program shall outline methods and procedures for handling hazardous materials should a spill occur during the refueling process or other circumstances.)

Item No. 5 Describe method(s) employees will be instructed in the recognition of hazards, avoidance of unsafe conditions and documentation procedures of same. Submit a copy of or describe Hazardous Material Communication Program. In the event of encountering "Confined/Enclosed Space Entry Program". Explain or provide a copy of contractor "Trenching & Excavation Program".

Item No. 6 Submit "Emergency Action Plan" stating First Aid Services and provisions for providing medical care to employees. List telephone numbers for medical services to be utilized. List person(s) who have a valid certificate in First Aid training from the U.S. Bureau of Mines, the American Red Cross, or equivalent training that can be verified by documentary evidence. State method of communicating context of "Emergency Action Plan" to employees, where "Plan" will be located for employee reference in time of emergency, "Medical Supplies" will be located and contents of "Emergency Medical Kits".

Item No. 7 Describe fire protection and prevention program to be utilized throughout all phases of the construction, repair, alteration, or demolition work.

Item No. 8 Describe Personal Protection Program that is required by contractor of its' employees and subcontractors' employee in general application and any personal protection items that are unique to the project. Explain method contractor will use to monitor employee owned equipment to assure its adequacy, including proper maintenance and sanitation.

Item No. 9 Provide information as to health and sanitation to be provided for employee of contractor and subcontractors. This applies to Portable Water/Non-Portable Water, toilets, sewerage/non-sewerage and a sanitation methods of same.

Item No. 10 Explain methods of reporting Recordable Injuries/Fatalities, of contractor/subcontractor personnel, on a monthly basis to ADOT Contract Administrator and ADOT Safety and Health Section, immediately.

Item No. 11 Describe policy of handling OSHA Inspections on the project. ADOT Contract Administrator and ADOT Safety and Health Section shall be notified, immediately that an OSHA Compliance Officer is on the project. Information as to the outcome of any such inspection shall be passed on to ADOT Resident Engineer and ADOT Safety and Health Section in a timely manner.

Should there be any questions concerning information required, contact ADOT Safety and Health Section at (602) 712-7744.

**OFFER AND CONTRACT AWARD**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 West Jackson Street., Suite A, Mail Drop 100P  
Phoenix, Arizona 85007-3276  
Phone: (602) 712-7211

**SOLICITATION NO. T09-12-00011****Submit this form with an original signature to the State.****OFFER**

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number  
No.: \_\_\_\_\_

Federal Employer Identification  
No.: \_\_\_\_\_

For clarification of this offer, contact:

\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Email Address\_\_\_\_\_  
Offeror's (Company) Name\_\_\_\_\_  
Address\_\_\_\_\_  
Company Email Address\_\_\_\_\_  
City State Zip\_\_\_\_\_  
**Signature of Person Authorized to Sign Offer**\_\_\_\_\_  
Phone\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date\_\_\_\_\_  
Facsimile\_\_\_\_\_  
Title**SMALL BUSINESS CERTIFICATION**

As a person authorized to represent this offeror, by signing below I certify that the bidding organization is qualified as a small business. A small business means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field, and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year (A.R.S. §41-1001). Procurements estimated to cost less than fifty thousand dollars (\$50,000.00) shall be restricted to small businesses in accordance with A.A.C. §41-2535.

\_\_\_\_\_  
**Signature of Person Authorized to Certify Status as Small Business**

In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)**

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by the state.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

**Bees; Removal of Colonies, Swarms, Nests and Hives for the Yuma, La Paz, Santa Cruz, Cochise and Graham County Districts.**

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order.

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2008

\_\_\_\_\_  
Amir Sakhi

As Procurement Officer and not personally\_



**PRICE SHEET**

MUST BE COMPLETED IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AND SUBMITTED WITH OFFER

**SOLICITATION NO. T09-12-00011**

**Bees; Removal of Colonies, Swarms, Nests and Hives for the Yuma, La Paz, Santa Cruz, Cochise and Graham County Districts.**

ANY CORRECTION / WHITE OUTS SHALL BE INITIALED OR BID MAY BE SUBJECT TO REJECTION.

**Bidders may bid on all or individual zones. Pricing is required for each line item of each zones proposed. Contract awards shall be made by counties; therefore, Offerors shall bid on all or individual zone. Multiple awards may result if it is determined to be advantageous to the Department.**

**Zone A – Yuma County District**

Item No.	Description	Est. Qty	Unit	Unit Price	Extended Price
1	Call-out Under 12 Feet in Heights	120	Call Out	\$_____	\$_____
2	Call-Out Over 12 Feet in Heights	15	Call Out	\$_____	\$_____
3	Emergency Call-Out	120	Call Out	\$_____	\$_____
<b>ZONE A - TOTAL GROSS BID</b>					\$_____

**Zone B – La Paz County District**

Item No.	Description	Est. Qty	Unit	Unit Price	Extended Price
1	Call-out Under 12 Feet in Heights	120	Call Out	\$_____	\$_____
2	Call-Out Over 12 Feet in Heights	15	Call Out	\$_____	\$_____
3	Emergency Call-Out	120	Call Out	\$_____	\$_____
<b>ZONE B - TOTAL GROSS BID</b>					\$_____

**Zone C – Santa Cruz County District**

Item No.	Description	Est. Qty	Unit	Unit Price	Extended Price
1	Call-out Under 12 Feet in Heights	120	Call Out	\$_____	\$_____

**PRICE SHEET**

MUST BE COMPLETED IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AND SUBMITTED WITH OFFER

**SOLICITATION NO. T09-12-00011**

2	Call-Out Over 12 Feet in Heights	15	Call Out	\$ _____	\$ _____
3	Emergency Call-Out	120	Call Out	\$ _____	\$ _____
<b>ZONE C - TOTAL GROSS BID</b>					\$ _____

**Zone D – Cochise County District**

Item No.	Description	Est. Qty	Unit	Unit Price	Extended Price
1	Call-out Under 12 Feet in Heights	120	Call Out	\$ _____	\$ _____
2	Call-Out Over 12 Feet in Heights	15	Call Out	\$ _____	\$ _____
3	Emergency Call-Out	120	Call Out	\$ _____	\$ _____
<b>ZONE D - TOTAL GROSS BID</b>					\$ _____

**Zone E – Graham County District**

Item No.	Description	Est. Qty	Unit	Unit Price	Extended Price
1	Call-out Under 12 Feet in Heights	120	Call Out	\$ _____	\$ _____
2	Call-Out Over 12 Feet in Heights	15	Call Out	\$ _____	\$ _____
3	Emergency Call-Out	120	Call Out	\$ _____	\$ _____
<b>ZONE E - TOTAL GROSS BID</b>					\$ _____

**NOTE:** Quantities used for are for estimating purposes only and are not intended to indicate the actual quantities which may be required under this contract.

\_\_\_\_\_  
Company Name\_\_\_\_\_  
Company Representative

IF PAYMENT IS MADE WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED PRICE CAN BE DISCOUNTED BY \_\_\_\_\_%.



## State of Arizona Substitute W-9 & Vendor Authorization Form



Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certification and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to a n Arizona state agency;

**AND**

3. You will receive payment from the State of Arizona.

**Return completed form to the state agency with whom you do business, for review and authorization.**

See instructions below or refer to the IRS instructions at [www.irs.gov](http://www.irs.gov) for details on completing this form.

<b>• Type of Request</b> (Must select at least ONE)		<input type="checkbox"/> Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Entity Type <input type="checkbox"/> Minority Business Indicator	
<input type="radio"/> New Request	<input type="radio"/> New Location (Additional Mail Code)	<input type="radio"/> Change (Select the type(s) of change from the following:	<input type="checkbox"/> Main Address <input type="checkbox"/> Remittance Address <input type="checkbox"/> Contact Information
<b>• Taxpayer Identification Number (TIN) (Provide ONE Only)</b>			
Social Security Number (SSN)    -    -    OR Employer Identification Number (EIN)    -			
<b>• Entity Name</b> Must Provide Legal Name ( *Must match SSN or FEIN given. If Individual OR Sole Proprietorship enter First, Middle, Last Name.)			
<b>Legal Name*</b>			
<b>• Entity Type</b> Must select one of the following (Coding (X#) is for internal purposes only)			
<input type="radio"/> Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (61)		<input type="radio"/> State of Arizona employee (1E)    STATE HRIS EIN	
<input type="radio"/> Corporation NOT providing health care, medical or legal services (5A)		<input type="radio"/> LLC, PLLC organized as corporation NOT providing health care medical or legal services (5A)	
<input type="radio"/> Corporation providing health care, medical or legal services (5M)		<input type="radio"/> LLC, PLLC organized as corporation providing health care medical or legal services (5M)	
<input type="radio"/> Partnership, LLP or Partnership organized as LLC or PLLC (5C)		<input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)	
<input type="radio"/> An international organization or any of its agencies/instrumentalities (5U)		<input type="radio"/> Other: Tax Reportable Entity (5P)    Description	
<input type="radio"/> The US or any or its political subdivisions or instrumentalities (2G)		<input type="radio"/> Other: Tax Exempt Entity (5H)	
<b>• Minority Business Indicator</b> Must select one of the following (Coding (X#) is for internal purposes only)			
<input type="radio"/> Small Business (01)		<input type="radio"/> Small, Woman Owned Business- Hispanic (31)	
<input type="radio"/> Small Business- African American (23)		<input type="radio"/> Small, Woman Owned Business- Native American (33)	
<input type="radio"/> Small Business- Asian (24)		<input type="radio"/> Small, Woman Owned Business- Other Minority (11)	
<input type="radio"/> Small Business- Hispanic (25)		<input type="radio"/> Woman Owned Business (03)	
<input type="radio"/> Small Business- Native American (27)		<input type="radio"/> Woman Owned Business- African American (17)	
<input type="radio"/> Small Business- Other Minority (05)		<input type="radio"/> Woman Owned Business- Asian (18)	
<input type="radio"/> Small, Woman Owned Business (06)		<input type="radio"/> Woman Owned Business- Hispanic (19)	
<input type="radio"/> Small, Woman Owned Business- African American (29)		<input type="radio"/> Woman Owned Business- Native American (21)	
<input type="radio"/> Small, Woman Owned Business- Asian (30)		<input type="radio"/> Woman Owned Business- Other Minority (08)	
<input type="radio"/> Minority Owned Business- African American (04)		<input type="radio"/> Minority Owned Business- Asian (32)	
<input type="radio"/> Minority Owned Business- Hispanic (74)		<input type="radio"/> Minority Owned Business- Native American (15)	
<input type="radio"/> Minority Owned Business- Other Minority (02)		<input type="radio"/> Non-Profit, IRC § 501(c) (88)	
<input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business (00)		<input type="radio"/> Individual, Non-Business (00)	
<b>• Main Address</b> Where tax information and general correspondence is to be mailed		<b>• Remittance Address</b> Where payment is to be mailed <input type="checkbox"/> Same as Main	
DBA/Branch/Location		DBA/Branch/Location	
Address		Address	
City	State	City	State
Zip code		Zip code	
<b>• Vendor Contact Information</b>			
Name		Title	
Phone #	Ext.	Fax	Email
<b>• Certification</b> <input type="checkbox"/> <b>Exempt from backup withholding</b>			
1. Under Penalties of perjury, I certify that:			
2. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND			
3. I am a U.S. person (including U.S. resident alien).			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on you tax return. For real estate transaction, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.			
<i>The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.</i>			
<b>Signature</b>	<b>Title</b>	<b>Date</b>	

STATE OF ARIZONA AGENCY USE ONLY – Agency Authorization

VENDOR: DO NOT WRITE BELOW THIS LINE

State HRIS EIN				Print Name				Signature			
AGY		Title		Phone #		Email		Date			
STATE OF ARIZONA <u>GAO</u> USE ONLY						VENDOR & STATE AGNECY: DO NOT WRITE BELOW THIS LINE					
<input type="checkbox"/> IRS TIN Matching		<input type="checkbox"/> Corporation Commission		Vendor Number				Processed by			
<input type="checkbox"/> HRIS		<input type="checkbox"/> GAO-03		<input type="checkbox"/> Other				Date Processed			

GAO-W-9 Revised 04/2008

## ATTACHMENT 4 REFERENCES

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 West Jackson Street, Suite A MD 100P  
Phoenix, Arizona 85007-3276  
Phone: (602) 712-7211

### SOLICITATION NO. T09-12-00011

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE AND FAX NUMBERS FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 36 MONTHS. **These references will be checked, so please make sure all information is accurate and current.**

A. ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

DATE OF CONTRACT INITIATION: \_\_\_\_\_

TYPE OF SERVICES PROVIDED: \_\_\_\_\_

B. ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

DATE OF CONTRACT INITIATION: \_\_\_\_\_

TYPE OF SERVICES PROVIDED: \_\_\_\_\_

C. ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

DATE OF CONTRACT INITIATION: \_\_\_\_\_

TYPE OF SERVICES PROVIDED: \_\_\_\_\_

**ATTACHMENT 5  
NON-COLLUSION AFFIDAVIT**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement  
1739 West Jackson, Suite A, MD 100P  
Phoenix, Arizona 85007-3276  
Phone: (602) 712-7211

**SOLICITATION NO. T09-12-00011**

**NON-COLLUSION AFFIDAVIT**

State of Arizona       )  
                                  ) ss  
County of                )

\_\_\_\_\_  
(Affiant)

the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for

the County of \_\_\_\_\_

State of \_\_\_\_\_